

COPY

## COVENANT NOT TO COMPETE AND DISCLOSE CONFIDENTIAL INFORMATION AND ASSIGNMENT OF RIGHTS

This Covenant entered into November 3, 2003, by and between Rebecca Williams, residing at 18 Chadwick Circle, Apt K, Nashua, NH 03062 with:      PC Connection, Inc.; X PC Connection Sales Corp.;      Merrimack Services Corp.;      PC Connection Sales of Massachusetts, Inc., all Delaware corporations with offices at 730 Milford Road, Merrimack, New Hampshire, and members of the PC Connection, Inc. affiliated group of companies ("PC Connection").

Whereas, PC Connection is engaged in the sales, marketing, and service of computer and networking hardware, software, peripherals, and service primarily through telephone and electronic commerce throughout the United States; and

Whereas, the business PC Connection is engaged in is extremely competitive and success depends in great part on developing, protecting and maintaining confidential information concerning plans, strategies, products, customers lists, vendor lists, pricing, business techniques, and training methods, and seeks by this Covenant to protect said information; and

Whereas, Employee acknowledges that in the course of his or her employment with PC Connection he or she may have access to information that is valuable and confidential to PC Connection, the improper disclosure of which or engagement in unfair competition involving such information will seriously damage PC Connection;

Now, therefore, in consideration of the mutual covenants contained herein, PC Connection and Employee agree as follows:

### 1. NO COMPETITION WITH PC CONNECTION.

(a) While employed by any of the PC Connection companies, Employee shall not own, manage, operate, control, consult for, aid or be employed by any entity that is substantially similar to or directly competes with any business conducted by PC Connection, including, but not limited to, the design, development and production of the particular projects Employee will have worked on or been involved with.

(b) For the period of eighteen (18) months following any termination of employment for any reason or for no reason, Employee, either as an employee of another entity, independently or otherwise, shall not compete with PC Connection by (i) engaging in the design, development, production, marketing or sale of goods or services directly in competition with PC Connection or engaging in projects substantially similar to those Employee worked on or was involved with on behalf of PC Connection, whether or not the projects, in whole or in part, involved confidential information or trade secrets, (ii) soliciting sales in competition with PC Connection from PC Connection's established customers with whom Employee had other than incidental contact during his or her employment with PC Connection or (iii) soliciting other employees to leave PC Connection in order to undertake other employment.

(c) Employee represents and certifies that he or she is not currently subject to a non-competition, non-disclosure, confidentiality or other agreement that may affect his or her ability to perform work required by PC Connection.

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## **2. NO DISCLOSURE OF TRADE SECRETS AND CONFIDENTIAL INFORMATION.**

(a) Employee acknowledges that some elements of PC Connection's business constitute trade secrets, are and must remain confidential, and are of value to PC Connection, and that unauthorized disclosure of such elements will cause PC Connection irreparable harm. PC Connection's trade secrets and/or confidential information include but are not limited to: identities of customers, customer lists and other information about customers used by PC Connection, sales, marketing and financial information, designs, diagrams, schematics, plans, specifications and other technical information, oral and written agreements with vendors and distributors, pricing methods, purchasing and sales contacts, computer programs, sales figures and PC Connection's short range and long range product, sales, marketing, expansion, diversification, financing and similar plans, regardless of whether stored in any tangible medium or of the type of medium in which it is stored, used or contained and whether contained in created materials reflecting such information, excepting information which is generally known outside PC Connection or which becomes generally known outside PC Connection by publication other than by or as a result of an unauthorized act or omission by or involving the Employee or another. Created materials include any documents, memoranda, notes, notebooks, reports, studies, programs, data, drawings, schematics, ideas, discoveries and any other item of information generated by or for PC Connection stored or contained in any medium, including materials that Employee created individually or together with others whether during or outside of regular working hours so long as they were created for the benefit of PC Connection or by utilizing Company time, resources, materials or information.

(b) Employee shall not disclose trade secrets or confidential information to anyone except authorized Company officers, agents and employees, unless specifically directed by an officer of PC Connection.

(c) Employee shall deliver to PC Connection all confidential information, created materials and trade secrets, whether written or contained in any other medium, which are in his or her possession or under his or her control, promptly upon request. Employee shall not take any confidential information, created materials and trade secrets, whether written or contained in any other medium, or hardware outside PC Connection's premises without the express consent of an officer of PC Connection and shall return all such things promptly upon termination of employment with PC Connection.

(d) Employee acknowledges that the obligation not to disclose confidential information and trade secrets is a continuing one, which shall remain in force and binding upon the Employee after his employment with PC Connection is terminated for any reason and until such time as the information is no longer confidential and does not constitute a trade secret.

**3. ASSIGNMENT.** Employee understands that all original work created by him or her in the context of his employment is "work for hire" and is created for the exclusive benefit of PC Connection. Employee hereby assigns any and all rights he or she may have in any intellectual property or other information arising from work performed as an Employee of PC Connection or any work performed for, on behalf of, at the expense of, or on the premises of PC Connection, including, but not limited to, rights to patents, mask works, copyrights, trade secrets, trademarks, and trade names. Employee agrees to execute assignments of the rights to said intellectual property or other information and to do such other things as are necessary to secure these rights in PC Connection from time to time upon its request.

**4. INJUNCTIVE RELIEF.** In the event Employee breaches any of the foregoing provisions, PC Connection will suffer irreparable harm and shall be entitled to injunctive relief.

**5. CONSIDERATION.** The consideration for Employee's obligations under this Covenant include one or more of the following: PC Connection (a) hiring Employee, (b) providing continued employment in one of the PC Connection, Inc. group of companies, (c) granting Employee a promotion and/or pay increase.

**6. GENERAL.** This Covenant represents the entire agreement between the parties relating to the subject matter covered, and may not be modified except by a writing signed by both parties. This Covenant shall inure to the benefit of PC Connection, its successors and assigns. If any provision in this Covenant is deemed illegal or unenforceable, the offending provision shall either be modified to make it legal and enforceable while retaining as far as possible the original intent of the provision or, if that is not possible, it shall be stricken; the remainder of the Covenant to continue in full force and effect. This Covenant shall be construed and enforced under and in accordance with the law of the State of New Hampshire.

**Employee acknowledges that he or she has read and understands this Covenant and has had an opportunity to discuss any questions with PC Connection Human Resources or Legal Counsel or with independent counsel of his or her choice. Employee understands and agrees that this Covenant does not change the at-will nature of his employment with PC Connection.**

Agreed:

PC Connection

By:

Rebecca Williams

Signature

Becky Williams

Print name/Title

Employee

Lauri Rorcher

Signature

Lauri Rorcher

«FirstName» «LastName»

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